

6/11/96	JMP	Phone conversation with Jim McBride re counter-proposal; phone conversation with Lee Wheeler re counterproposal	0.50	100.00
6/11/96	JMP	Conference re counterproposal	0.25	50.00
6/12/96	MAV	Work re preparation of counterproposal and opposition to order to show cause	0.25	50.00
6/12/96	JMP	Phone conversation with Jim McBride; counterproposal	0.50	100.00
6/13/96	MAV	Work re preparation of Declaration, letter to Jim McBride, and Counter-proposal and opposition to Notice of Proposed Rule Making and Order to Show Cause	1.25	250.00
6/14/96	MAV	Telephone conference with Lee Wheeler, work on Counterproposal and Opposition to Notice of Proposed Rule Making and Order to Show Cause, work re preparation of letter to Jim McBride	1.25	250.00
6/14/96	JMP	Review declaration	0.25	50.00
6/14/96	JMP	Phone conversation with Jim McBride; phone conversation with FCC staff re upgrade possibility	0.50	100.00
6/14/96	JMP	Review engineering	0.25	50.00

6/17/96	MAV	Work re preparation of Counter-proposal and Opposition to Notice of Proposed Rule Making and Order to Show Cause, Telephone conferences with Lee Wheeler (3) and Jim McBride's office (2)	2.75	550.00
6/17/96	JMP	Review counter-proposal	0.25	50.00
6/19/96	MAV	Work re preparation of letter to client re filing of counterproposal and supervise FCC research of filing of other counter proposals and comments in the Plattsmouth rulemaking proceeding	0.25	50.00
6/19/96	KRL	FCC research on RIPS for Comments filed in RM8787, Dkt 96-95 and Order same	0.25	17.50
6/20/96	KRL	Retrieve and deliver comments in 96-95	0.25	17.50
		TOTAL		\$17,195.00

CHANNEL CHANGE AGREEMENT

THIS AGREEMENT, entered into by and between Platte Broadcasting Company, Inc. ("PBCI"), and LifeStyle Communications Corporation ("LCC").

WITNESSETH:

WHEREAS, PBCI is the licensee of radio station KOTD-FM, Plattsmouth, Nebraska, which operates on Channel 295A;

WHEREAS, LCC is the licensee of radio station KJJC(FM), Osceola, Iowa, which operates on Channel 295C2;

WHEREAS, PBCI initiated a rule making proceeding in MM Docket No. 96-95 before the Federal Communications Commission ("FCC") seeking to change KOTD-FM's operating frequency from Channel 295A to Channel 295C3 which would require LCC to change KJJC's operating frequency from Channel 295C2 to Channel 296C2;

WHEREAS, LCC is willing to change KJJC's channel if PBCI compensates LCC for the potential lost business, inconvenience and expense of implementing the channel change; and

WHEREAS, the parties wish to establish the terms and conditions pursuant to which PBCI will compensate LCC for changing KJJC's channel.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties agree as follows:

1. Consideration. In accordance with the procedures established in paragraph 2 below, PBCI agrees to pay the sum of:

to LCC as compensation for the potential lost business, inconvenience and expense suffered by LCC as a result of the change in KJJC's channel, and for LCC's forbearance from initiating any civil action against PBCI for claims arising from such channel change. One-half of the consideration shall be distributed to LCC ten (10) days after the date upon which an order of the FCC changing KOTD-FM's frequency to channel 295C3 thus requiring KJJC to change channel becomes final. The remaining one-half of the consideration shall be distributed to LCC on the first business day in January of the year following the year in which the first half of the consideration was paid to LCC. PBCI's payments shall be delivered to LCC in United States currency by certified or cashier's check, or by wire transfer of federal funds to accounts designated by LCC. For purposes of this Agreement, the FCC's order

shall be deemed to be "Final" as of the date on which there is pending no application for review, petition for reconsideration, petition for stay, notice of appeal, or any other request for judicial or Commission action with respect to such order and on which the time for filing any such petition or request has expired and on which the FCC may no longer set aside the order on its own motion. In addition, the order will not be deemed final if it contains any terms, restrictions or qualifications which materially limit or conflict with any of the rights of the parties set forth or contemplated herein. In the event the order contains any such terms, restrictions or qualifications and the parties decline, within ten (10) days of release of the order, to accept such terms, restrictions or qualifications, this Agreement may, upon written notice, be terminated by either party. In the absence of written notice within ten (10) days of release of the order that it will not accept such terms, restrictions or qualifications, a party will be deemed to have accepted such terms, restrictions or qualifications.

2. Escrow Deposit. The parties hereby appoint John M. Pelkey, Esq., and Roger J. Metzler, Jr., Esq., as joint escrow agents ("Escrow Agents"). To secure payment of the consideration by PBCI to LCC pursuant to paragraph 1 of this Agreement, PBCI shall deliver to Escrow Agents by certified check or wire transfer on the date the Joint Request is filed pursuant to paragraph 1 of the Settlement Agreement the full amount to be paid to LCC pursuant to paragraph 1 of this Agreement ("Channel Change Escrow Deposit"). Said Channel Change Escrow Deposit shall be held and disbursed by Escrow Agents in accordance with the terms of the Escrow Agreement by and among PBCI, LCC, John M. Pelkey, and Roger J. Metzler, Jr. Accrued interest on such Escrow Deposit through and to the date which is ten (10) days after the date upon which an order of the FCC requiring the channel change becomes Final shall be paid to PBCI and interest accruing thereafter shall be paid to LCC.

3. Full Risk Upon PBCI. Except as set forth herein, PBCI assumes the entire risk of being able to effectuate the proposals it has placed before the FCC and shall pay all expenses incurred in obtaining such further consents and approvals or other regulatory orders, whether federal, state or local, as may be necessary for PBCI to change the channel of KOTD-FM.

4. Channel Change. PBCI shall provide at least ninety (90) days advance notice to LCC of the date it expects to file a license application and commence program tests for KOTD-FM on Channel 295C3. LCC shall change the channel of KJJC to Channel 296C2, commence program tests, and prepare and file with the FCC a license application to operate on the changed channel no later than the date PBCI specifies in its advance notice.

5. Expenses. Each party to this Agreement shall bear its own expenses, including payment of attorneys' fees, in connection with this Agreement,

including preparation of applications and filings as may be necessary to perform the obligations of the parties to this Agreement.

6. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.

7. **Section Headings.** All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

8. **Counterparts and Effective Date.** This Agreement may be executed in counterparts and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart. This Agreement shall be effective as of the date on which the last counterpart is executed.

9. **Entire Agreement.** This Agreement, the Escrow Agreement, and a Settlement Agreement of even date herewith contain the entire understanding between the parties and supersede all prior written or oral agreements between them respecting the subject matter hereof, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties relating to the subject matter of this Agreement which are not fully expressed herein, in the Escrow Agreement, or in the Settlement Agreement. By signing below, the parties acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

10. **Severability.** The event that any of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein, provided that the purpose of this Agreement is not defeated in any vital aspect which would deprive a party of a substantial and essential benefit of this Agreement.

11. **Interpretation.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

12. **Authority.** Each signatory to this Agreement warrants and represents that it has full legal authority to enter into, execute and carry out this Agreement.

13. **Remedies on Default.** In the event that either party defaults in the performance of this Agreement, the party not in default shall have available to it all remedies at law or equity to which it is entitled under Iowa law. If, on account of an alleged breach or default by either party of its obligations under

this Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorneys' fees.

14. Notice. Any notices or other communications shall be in writing and shall be considered to have been duly given when deposited into first class, certified mail, postage prepaid, return receipt requested, or delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery), or delivered via confirmed facsimile transmission provided that a copy of the facsimile transmission shall have been mailed, first class, by the next business day:

If to PBCI:

Platte Broadcasting Company, Inc.
13906 Gold Circle, #201
Omaha, NE 68144
Phone: 402-330-2520
Fax No.: 402-330-141-0877

With copies to (which shall not constitute notice):

Roger J. Metzler, Jr.
McQuaid Metzler McCormick & Van Zandt
221 Main Street
16th Floor
San Francisco, CA 94105
Phone: 415-905-0200
Fax: 415-905-0202

If to LCC:

Mr. James S. McBride
LifeStyle Communications Corp.
4 Catherine Circle
Wilbraham, MA 01095
Phone: 413-543-2400 ext. 2553
Fax: 413-543-5844

With copies to (which shall not constitute notice):

John M. Pelkey, Esq.
Haley Bader & Potts P.L.C.
Suite 900
4350 North Fairfax Drive
Arlington, VA 22203-1633

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this paragraph.

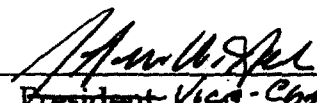
15. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

16. Amendment. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last below written.

PLATTE BROADCASTING COMPANY, INC.

Dated: June 26, 1998

By 
~~President~~ *Vice-Chairman*

LIFESTYLE COMMUNICATIONS CORPORATION

Dated: _____, 1998

By _____
James McBride, President

With copies to (which shall not constitute notice):

John M. Pelkey, Esq.
Haley Bader & Potts P.L.C.
Suite 900
4350 North Fairfax Drive
Arlington, VA 22203-1633

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this paragraph.

15. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

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PLATTE BROADCASTING COMPANY, INC.

Dated: _____, 1998

By _____
President

LIFESTYLE COMMUNICATIONS CORPORATION

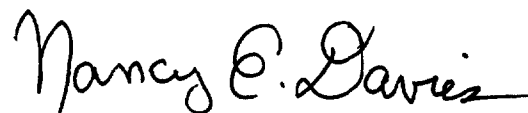
Dated: _____, 1998

By  _____
James McBride, President

CERTIFICATE OF SERVICE

The undersigned, an employee of Haley Bader & Potts P.L.C., hereby certifies that the foregoing document entitled "Joint Request for Approval of Agreement" was mailed this date by First Class U.S. Mail, postage prepaid, or was hand-delivered*, to the following:

Ms. Leslie K. Shapiro *
Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.
Room 8322
Washington, D.C. 20554

A handwritten signature in cursive script, reading "Nancy E. Davies". The signature is written in dark ink and is positioned above a horizontal line.

Nancy E. Davies

Date: August 5, 1998